



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 5/02/2023

** = Mandatory, Information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Audilett Law, P.C.

***Project Title/Description:**

Legal Representation of Pima County and Sheriff Nanos in the Branden Roth Matter, Walker v. Napier, et al., C20181773

***Purpose:**

Contractor will continue to represent Pima County and Sheriff nanos in the Branden Roth Matter, Walker v. Napier, et al., C20181773.

***Procurement Method:**

Legal services for pending or anticipated litigation are exempt under Procurement code 11.04.020.

***Program Goals/Predicted Outcomes:**

Contractor will continue to give legal advice and representation to defendant in this Tort case with the goal of eliminating or reducing the County's liability exposure

***Public Benefit:**

No or reduced payout from the Risk Management Tort Fund or General Fund.

***Metrics Available to Measure Performance:**

Contractor will invoice County on a monthly basis unless a different billing period is set forth. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County.

***Retroactive:**

No.

TO: COB 4-17-23 (1)
VERS: 4
PGS: 3

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THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: FN Contract Number (i.e., 15-123): 22*450
 Amendment No.: 1 AMS Version No.: 4
 Commencement Date: 5/02/2023 New Termination Date: 5/07/2024
 Prior Contract No. (Synergen/CMS): _____

☒ Expense ☐ Revenue ☒ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

Amount This Amendment: \$ 100,000.00

***Funding Source(s) required: Risk Management Tort Fund**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Stefanie Gillie

Department: PCAO Civil Division

Telephone: (520) 724-4026

Department Director Signature: [Signature]

Date: 4/13/2023

Deputy County Administrator Signature: [Signature]

Date: _____

County Administrator Signature: [Signature]

Date: 4/14/2024

Pima County Attorney's Office

Project: Legal Representation of Pima County and Sheriff Nanos in the Branden Roth Matter, Walker v. Napier, et al. C20181773

**Contractor: Audilett Law, P.C.
335 N. Wilmost, Suite 500
Tucson, AZ 85711**

Contract No.: CT-FN-22*450

Contract Amendment No.: 01

Orig. Contract Term: 5/08/2022 – 5/07/2023	Orig. Amount:	\$ 100,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 5/07/2024	This Amendment Amount:	\$ 100,000.00
	Revised Total Amount:	\$ 200,000.00

CONTRACT AMENDMENT # 1

The parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On May 8, 2022, County and Contractor entered into the above referenced agreement to provide legal representation of Pima County and Sheriff Nanos in the Branden Roth Matter, *Walker v. Napier, et al. C20181773*.

1.2. Purpose. County requires continuing services and requires additional time and funds to perform those services, commencing May 8, 2023.

2. Term. The County is exercising the first extension option to renew the contract for one additional year commencing on May 2, 2023 and terminating on May 7, 2024. If the commencement date is before the Effective Date of this amendment, the parties will, for all purposes, deem the amendment to have been in effect as of the commencement date.

3. Maximum Payment Amount. The maximum amount the County will spend under this Contract, as set forth in Section 4.3, is increased by \$100,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$200,000.00.

4. 4.1 Rates. The parties have revised Section 4.1 Rates to include the following language:

Contractor will notify County in writing if Contractor intends to use attorneys or staff not previously listed on the Contract, and before Contractor Invoices County pursuant to Section 4.5.

- 5. Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Daryl Audilett, President

Printed Name and Title

4/13/2023 Audilett Law PC

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM AND CONTENT



Chief Civil Deputy

4/13/2023

Date